

1888-036 Chancery Causes: A. L. Pridemore vs. W. G. Seal &  
Lee Co.

Hall

CA-Contract Dispute

T-Property

To the Hon. H. S. K. Morrison  
Judge of the Circuit Court  
of Lee County Va.

Your orator A. L. Pridemore  
humbly complaining would  
respectfully represent that  
on the 25<sup>th</sup> day of January  
1887, he entered into a contract  
in writing with one David  
Hall and one G. Seal, whereby  
he undertook to convey to them  
or either of them a certain home  
and about 18 acres of land  
situated about one half mile  
S. E. from Jonesville known as  
the R. D. Martin home & lot  
on the east side of the Black-  
water road. This undertaking  
was upon condition that said  
Hall & Seal would within 6  
months from that time pay the  
sum of \$40 - and at the end  
of twelve months pay the further  
sum of \$237.50 and the residue  
in 18 months. These terms are  
fully set out in a writing  
on that day executed and signed  
by all the parties thereto, which  
is herewith filed marked as



exhibit A. and is prayed to be considered herewith as part hereof.

On or about Jan 1<sup>st</sup> the said Seal paid your orator \$25.00 and this is all that has ever been paid on said Contract. The said Hall and Seal have had and still hold possession of said property.

The object of this bill is to have specifically executed said Contract and the said Hall and Seal compelled to pay the sum now due from them, in accordance with said Contract.

Your orator is able having the legal title and was willing at all times to specifically perform said Contract upon his part. But he still holds the legal title by reason of which he is entitled to a lien upon said land for said money, enforceable in equity.

The object of this bill therefore is to have a decree specifically enforcing said Contract &



selling said land to pay the  
same, or selling so much as  
may be necessary and failing in  
paying the same then that he  
may have a decree over against  
said Hall and Seal for any  
deficiency after applying the  
proceeds of said sale -

The premises considered therefore  
he prays that David Hall and  
W. G. Seal be made parties  
defendants to this bill and  
answer the same upon oath  
and on a hearing a decree  
be rendered specifically enforce-  
ing said Contract; or on failure  
thereof that said lien be  
enforced, and said land or  
so much thereof be sold as  
may be necessary to pay  
the same; and upon its failure  
to pay the same then that a de-  
cree in favor of your orator  
be rendered against said de-  
fendants for any deficiency  
and for all other further and  
general relief may appear  
and etc.

A. L. O'Connell

P. 20



A. L. D.

Oct 2 \$8.31 Aug. 1888

\$ .50

\$ 5.00

\$ 15.00

\$ 28.81

Add for 91

A. S. Prichard

W. B. Bell

W. G. Seal

831

.91

9, 22

1888 Febury Bill filed & Ska

Ed on house Deft & D.

Wisi as to him Order

Pub. as to non resident

" Mr. D. Wisi Confd. order

Pub. Completed & Cause

set for hearing.

" Apr. Bore Court

" Sept Decree final

15

36

40

91



A. L. Pridemore

v  
W. G. Seal et al

} In chg  
}

This Cause came on again this day to be heard upon the papers formerly read & the report of J. M. Morgan special Com. missioner and was argued by Counsel - And it appearing that said report has been filed more than ten days before the Commencement of this term and no exceptions being taken thereto the same is confirmed.

On Consideration whereof and for reasons appearing to the Court it is adjudged ordered and decreed that the plff after deducting the amount of the costs of this suit from the amount bid for said land \$225, Credit the residue upon the amount found due him from the defendants under the former decree in this Cause, and being the holder of the legal title no deed is necessary or its execution



of purchase money note.  
But said land so purchased  
by him is to be taken and  
held, free from the claims  
of the defendants, who are  
ordered to restore the possession  
thereof to the plff, and the plff  
may have a writ of pos-  
session, for the same. And as  
the obligation sworn on has not  
been full paid, after cred-  
iting the amount aforesaid  
the plff has leave to with-  
draw the same by leaving an  
office copy thereof filed with  
said papers - and no further  
action being necessary the  
cause is stricken from the  
docket.

A. L. P. Judgments

V. G. Deere

J. J. Deere

W. G. Deere et al

Sept. 7. 1888

Filed  
Page 144-5-

Entered this  
Sept. 9 1888  
140 km



A. L. Pridemore      Off  
                against } In chy.  
Wm G. Seal et al - Deft }

This Cause came on this day to be heard upon the bill taken for confessed as to David Hall and exhibits filed - and order of publication duly completed as to Wm G. Seal - And was argued by Counsel on Consideration whereof and for reasons appearing to the Court, the plff appearing to have a lien upon said lands for his debt; It is adjudged ordered and decreed that the plff recover from the defendants the sum of \$475 and legal interest thereon from the 26<sup>th</sup> day of Jan. 1887 till <sup>subject to a credit of \$25 paid Jan. 1 1888</sup> paid and the costs of this suit

And unless the defendant or  
some one for them, pay the same  
in 20 days from the rising of  
said Court then John M. Morgan  
who is hereby appointed a spe-  
cial Com. missioner for the pur-  
pose will proceed to sell the  
land or so much thereof as



A. L. Pickens  
vs  
Decree.

Wm. G. Seal et al.  
Plaintiff  
vs  
Chas. H. Chey et al.  
Defendant  
Page 119

may, be necessary to pay the same or costs of suit. He will sell the same on a credit of 6 or 12 months except so much as may be necessary to pay costs he will require paid in hand. He will sell on some Court day in front of the Court House door.

But before proceeding to sell he will execute bond before the Clerk of this Court in a penalty of nine hundred dollars conditioned to faithfully perform the duties under this decree.

He will then advertise the same for at least 30 days, on the front door of the Court house and at one or more public places setting out time terms and place of sale. But before the plff shall have the benefit of this decree he shall, execute bond conditioned to abide any future order of this Court upon the said Wm. G. Seal coming in and making defense, said Court will report his action to this Court at some future term and the cause is continued.

Under this. Wm. G. Seal et al. vs Chas. H. Chey et al. Page 119



Virginia

This day A. L. Fildemore  
personally appeared before me  
and made oath in due form  
that W. G. Seal is a non-resi-  
dent of this State, given  
under my hand this Feb. 3<sup>rd</sup> 1888.

J. S. Hyatt ©



of L. F. Moore

no. 100

W. L. Seal et al

Filed for 37888.

John H. Moore



A. L. Pridemore  
vs  
H. C. Hall & Wm G. Seal

To the Hon W. S. H. Morrissey Judge  
of the Circuit Court of the County  
of at the April Term 1888, I was ap-  
pointed a Special Commissioner  
to sell the lands of the Defendants  
in the bill mentioned, or so much  
as was necessary to satisfy costs  
and the amt of the Plaintiff's Debt.  
On the first day of the County Court  
at the June term thereof, after  
having duly advertised and otherwise  
complied with the decree in said  
cause, at the front door of the  
Court house I offered said lands  
for sale on a credit of 6 or 12 months,  
except so much as was necessary to  
pay costs which, should be paid in  
hand. On that day, among other  
purchasers came A. L. Pridemore  
who bid for said lands the sum  
of Two hundred & Sixty five dollars  
and that being after an earnest  
attempt to raise said bid, the high-  
est and best bid I could get  
the lands were knocked off to him.  
His note or bond taken for said  
lands as specified in said  
decree, marked A-13.



your Commission would report  
that said lands failed to bring the  
amount of the indebtedness for  
which it was sold, but he believes  
it brought a fair cash value such as  
might be reasonably  
expected for such lands, especial-  
ly where the lands can only be  
sold on so short a time -

My Commission would  
also state that, The Public  
Debt is going to C. L. President  
the Purchaser and consequently there  
is no necessity of the execution of  
notes, it appearing also the land sold for  
a purchase money <sup>being by reference to the</sup> ~~not~~ <sup>of the</sup> ~~Commission~~

A. L. Pringle  
or  
C. L. Pringle  
to the  
C. L. Pringle  
to the  
C. L. Pringle

Filed July 18, 1878



Know all men by these  
presence, That A. L. Pridemore  
David Hall and W. G. Seal have  
entered into the following Con-  
tract- The said Pridemore agrees  
and binds himself, to convey to  
said Hall & Seal or either of them  
or their assignee, the Richard D.  
Martin House and lot, lying on  
the East side of Blackwater  
road, except one acre here-  
before dect by said R. D. Martin  
for a Church or school house,  
at the end of ~~Eighteen~~ months  
said Hall & Seal or either of them  
have paid the sum of \$475.

But said Hall & Seal are to pay  
as much as \$45, or by the end  
of six months, as and for the rent  
of said premises should said  
Sale be not completed. And one  
half of said \$475, should the sale  
be completed shall be paid by  
the end of twelve months, and  
in that event the said forty five  
dollars shall go upon and con-  
stitute a part of said purchase  
and the said purchase is to



bear interest from this date -  
And during said occupancy  
said Hall is to take good care  
of said premises & return the  
same in as good repair as  
now ordinary wear & tear ex-  
cepted. Should be not com-  
plete the purchase. Witness  
our hands & seals this Jan. 28<sup>th</sup> 1877

A. S. Melmore

W. G. Seal,  
Darius Hall

(S)  
(S)  
(S)

Attest  
William Riley  
E. S. L...  
A. S. Hall



Know all men by these presents  
that we John M. Morgan and  
are fully and firmly  
bound unto the Commonwealth of  
Virginia in the sum of Five Thousand  
Dollars and for the prompt  
payment thereof well and truly  
to be made unto the said Commonwealth  
we each bind ourselves heirs &c  
and we as to this bond hereby  
waive our former and exceptions  
witness our hands and seals  
this 8 day of May 1888.

The Condition of the above  
obligation is such that whereas  
the above bound John M. Morgan  
was, by a deed entered on the  
14<sup>th</sup> day of April 1888, in the Shewery  
Office of A. L. Tidmore as W.  
Sale et al - a Special Commissioner  
and, directed to sell the lands in  
the bill mentioned. Now therefore  
should said Morgan promptly  
perform the duties assigned him  
and fully account for the all moneys  
he may receive as such Commissioner  
then this obligation to be and otherwise to remain  
in full force.



A. L. Bidmore  
Cassio

as 3 - Bond  
N. H. Sanborn

Filed May 8, 1888.

J. H. Pettibone



Know all men by these  
presents that we

are held and  
bound by our heirs and assigns to the County  
of Orange in the sum  
of One Hundred Dollars and  
for the prompt payment thereof  
well and truly to be made unto  
the said Commonwealth and  
each kind ourselves hereon  
and as to this bond witness  
our honest and faithful  
witness our hands and  
seals this day of 1888

The condition of the above  
obligation is such that whereas  
the above bound A. L. Pindmore  
is Plaintiff in a Chancery Cause  
now pending in the Circuit  
Court of said Pindmore vs H. B.  
Seale et al. at the April Term 1888  
of said Court in said Cause obtain-  
ed a decree for the sale of certain  
lands mentioned and described  
in said Bill. Now should  
the said Pindmore abide the  
future orders of the Court in  
this Cause, on the appearance



of the Right W. G. Seal and his  
 making defense within the  
 required time and promptly  
 pay all costs and damages  
 which may be awarded  
 against him in this case,  
 then their obligation to be void  
 otherwise to remain in full force.

W. G. Seal  
 W. G. Seal

W. G. Seal and  
 his  
 wife  
 W. G. Seal and  
 his  
 wife

W. G. Seal  
 1853  
 W. G. Seal



Virginia

In the Clerk's Office of the Circuit  
Court for Lee County on the  
3<sup>rd</sup> day of February 1888.

F. L. Pendemon

Plff

versus

Ex Chon

W. L. Seal & David Hall

Def

The object of this suit is to  
have specifically executed the con-  
tract mentioned and filed in the  
Bill, and to have a decree rendered  
ordering the sale of so much of the  
land mentioned in the Bill as will  
satisfy said contract, and should  
all the land not sell for a sum  
sufficient to satisfy said contract  
then to recover any deficiency  
against the defendants W. L. Seal  
and David Hall. And it app-  
earing from an affidavit filed in  
this cause that the Defendant  
W. L. Seal is a non-resident  
of this State - It is therefore ordered  
that he appear here within one  
month after due publication of this  
order and do what may be necessary  
to protect his interest in this suit.

A Copy

F. L. Pendemon P. Q.

Teste J. H. Hyatt C. C.



A. L. Henderson  
203  
Order Book

Mr. L. L. L. et al  
B. certifying that I delivered  
over my office  
copy of the within  
order on the 3<sup>rd</sup> Feb.  
1888, to the Canadian  
Eagle for publication  
and printed a like  
copy thereof on the  
front door of Lee  
Court House at  
the March Term 1888,  
of this County Court  
J. A. K. H. 22



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*W. G. Seal*  
*and David Hall*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *February* 1888, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by *A. L. Bidmore*

And have then and there this writ, Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.  
This *3<sup>rd</sup>* day of *February* 1888, in the 11<sup>th</sup> year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.  
*J. A. G. Hyatt & Co.*



P

A. L. Brideman

vs } Spain chcy  
}

W. G. Seal et al

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So Feby. Rules 1888

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Executed by  
delivering to  
D. Hall an office  
copy of this Sp. a.  
Feby 4<sup>th</sup> 1888

L. L. Blanning Deputy  
for S. H. Sewing S. L. C.



L. M. P. L. Grabel Editor and  
Publisher of The Cumberland Eagle  
a Paper published in Town of  
Jumersville, Va. do certify that  
The following non-Resident  
notice appeared in the  
Cumberland Eagle from  
consecutive times beginning  
February the 10th and ending  
March the 2nd 1888.  
And the Printers fee is  
\$5.00

VIRGINIA:—In the Clerk's office of the  
Circuit Court for Lee County on the 3rd.  
day of February 1888.

A. L. Pridemore,      Plff. } In Ch'cy  
Versus  
W. G. Seal and David Hall      Deft. }

The object of this suit is to have specifically  
executed the contract mentioned and filled in  
the Bill, and to have a decree rendered order-  
ing the sale of so much of the land mentioned  
in the Bill as will satisfy said contract, and  
should all the land not sell for a sum suffi-  
cient to satisfy said contract their to recover  
any deficiency against the defendants W. G.  
Seal and David Hall. And it appearing from  
an affidavit filed in this cause that the Defen-  
dant W. G. Seal is a non-resident of this  
State. It is therefore ordered that he appear  
here within one month after due publication  
of this order and do what may be necessary  
to protect his interest in this suit.

A copy taken

J. A. G. Myer, C. C.

A. L. Pridemore, P. Q.

Feb. 10, ending March 2,



A. L. Tideman

vs ~~the~~ Pub  
certificate

W. G. Seal et al

Printers fee \$5.00